

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
RENO, NEVADA

LYNDA BARRERA, individually,) 2:09-cv-02289-ECR-PAL
)
Plaintiff,) MINUTES OF THE COURT
)
vs.) DATE: February 2, 2011
)
WESTERN UNITED INSURANCE COMPANY)
dba AAA NEVADA INSURANCE COMPANY,)
a California corporation; DOES I)
through X, inclusive,)
)
Defendants.)
_____)

PRESENT: _____ EDWARD C. REED, JR. _____ U. S. DISTRICT JUDGE

Deputy Clerk: _____ COLLEEN LARSEN _____ Reporter: _____ NONE APPEARING

Counsel for Plaintiff(s) _____ NONE APPEARING

Counsel for Defendant(s) _____ NONE APPEARING

MINUTE ORDER IN CHAMBERS

Defendant's "Motion for Judicial Notice that Nevada Law Does Not Require Defendant, an Insurer, to Make Partial Payments in a UM Claim" is **DENIED** on the basis that judicial notice is not an appropriate method of interpreting legal issues. While Defendants' interpretation of Nevada law may, or may not, be the correct interpretation, we decline to take judicial notice of such an interpretation. Judicial notice is limited to "adjudicative" facts, as opposed to "legislative" facts. FED. R. EVID. 201 advisory committee's note. Adjudicative facts are "simply the facts of the particular case" while legislative facts are "those which have relevance to legal reasoning and the lawmaking process, whether in the formulation of a legal principle or ruling by a judge or court or in the enactment of a legislative body." Id.

LANCE S. WILSON, CLERK

By _____ /s/ _____
Deputy Clerk